

Upon payment of the balance due, as aforesaid, Seller shall execute a good and merchantable deed, conveying said property unto the said Purchaser in fee simple, free and clear of any and all liens or encumbrances, except usual public utility easements and any easements or rights of way apparent on the land. If such deed cannot be given, Seller agrees to refund any payments made to him or to his agent by Purchaser and this Agreement shall become null and void without any liability from any party hereto to any other party hereto, except obligation of Purchaser to pay rent, utilities and maintenance from date of taking of possession.

In view of fact that possession of premises has been given to Purchaser, the herein described property is to be held at the risk of the Purchaser. If, prior to the time legal title has passed, all or a substantial part of the property is destroyed or damaged the Purchaser shall be obligated to consummate settlement but Purchaser shall be entitled to receive any insurance proceeds. It is also understood and agreed that the Seller shall immediately have all of the insurance policies on the property so endorsed as to protect all parties hereto, as their respective interests may appear, and shall continue said insurance in force during the life of this Contract. In the event it shall be determined by the Purchaser that the property is inadequately insured by the Seller, the Purchaser shall have the right, at Purchaser's option and expense, to obtain such insurance, or additional insurance, as shall be satisfactory to Purchaser.

Taxes, rents and all other public charges against the premises shall be apportioned as of date of settlement.

Seller shall pay for Notary Fees on Deed, one-half Documentary Stamps; one-half Transfer Tax, one-half cost of preparation of Contract and cost of Equity proceedings to secure sanction and approval of sale on behalf the minor child, DONNA